

## **EXHIBIT C**



THE TJX COMPANIES, INC.

February 22, 1998

VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED

CIRCUIT CITY STORES WEST COAST INC.  
9950 MAYLAND DRIVE  
RICHMOND VA 23233

RE: T.J. MAXX #402  
SAN MATEO, CA

Re: T.J. Maxx Internal Reorganization

Dear Landlord:

This will serve to advise you that, effective on January 30, 1998, the Lease for the T.J. Maxx location referenced above was assigned by The TJX Companies, Inc. to one of its subsidiary companies, T.J. Maxx of CA, LLC, a Delaware limited liability company. This transaction was part of an internal corporate restructuring involving the assignment by The TJX Companies, Inc. of its leasehold interest in substantially all of the T.J. Maxx locations in California, to T.J. Maxx of CA, LLC.

As a result of the aforesaid assignment, the Tenant's interest in its Lease with you for the above-referenced location is vested in T.J. Maxx of CA, LLC. Please revise your insurance policies so that T.J. Maxx of CA, LLC is named as an additional insured thereon and send us a copy of the new certificate containing this revision.

All notices under the Lease should continue to be sent to the following address:

770 Cochituate Road  
Framingham, MA 01701  
Attn: Vice President - Real Estate

Included with this letter is a copy of an Assignment and Assumption Agreement confirming that the assignee has assumed the obligations of Tenant under the Lease with you.

Yours truly,  
T.J. MAXX OF CA, LLC

A handwritten signature in cursive script, appearing to read "Joan Brassil".

Joan Brassil

Manager of Real Estate Administration  
and Location Research

Enc.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made as of the 30th day of January, 1998 by and between The TJX Companies, Inc., a Delaware corporation ("Assignor") and T.J. Maxx of CA, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the current tenant under the leases for each of those locations set forth on Schedule A attached hereto (collectively, the "Leases"); and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Leases and Assignee desires to accept such assignment and assume the obligations of Tenant under the Leases from and after the Effective Date (hereinafter defined) on the terms and conditions hereinafter set forth; and

WHEREAS, Assignee is ultimately owned and controlled by Assignor.

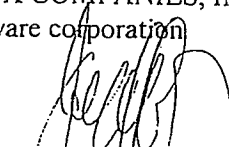
NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree for themselves, their successors and assigns, as follows:

1. Assignor, hereby assigns and transfers to Assignee as of January 30, 1998, at 11:59 P.M. EDT (the "Effective Date") all of Assignor's right, title and interest in and to the Leases.
2. Assignee hereby accepts such assignment and assumes to and agrees with the respective landlords under the Leases that, from and after the Effective Date, Assignee will perform and observe all of the terms and conditions in the Leases contained on the part of the Tenant to be performed and observed.
3. Assignor and Assignee each hereby agree, effective as of the Effective Date, to indemnify and hold the other harmless of, from and against any and all costs, claims, obligations, damages, penalties, causes of action, losses, injuries, liabilities and expenses, including without limitation, reasonable attorneys' fees, arising by reason of or in connection with their respective failure to perform the Tenant's obligations under, or in any way related to the Leases arising or accruing (x) on and after the Effective Date as to the Assignee and (y) prior to the Effective Date with respect to the Assignor.
4. The terms of this Assignment and Assumption Agreement, from and after the Effective Date, shall be and hereby are deemed to be binding upon Assignee, its successors and assigns and, from and after the Effective Date, shall inure to the benefit of the landlords under the Leases, their respective successors and assigns.

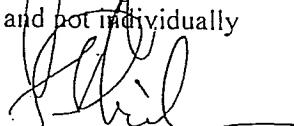
IN WITNESS WHEREOF, the undersigned have executed this Assignment and Assumption Agreement as of the date first written above.

THE TJX COMPANIES, INC.  
a Delaware corporation

By:

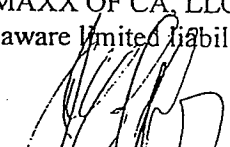
  
Jay H. Meltzer, as Secretary,  
and not individually

By:

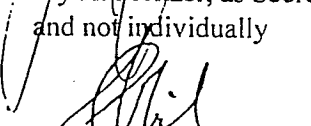
  
Steven R. Wishner, as Treasurer,  
and not individually

T.J. MAXX OF CA, LLC,  
a Delaware limited liability company

By:

  
Jay H. Meltzer, as Secretary,  
and not individually

By:

  
Steven R. Wishner, as Treasurer,  
and not individually

SCHEDULE A

065	Torrance	CA
107	Canyon Country	CA
125	Los Angeles	CA
131	Palm Desert	CA
137	Mission Viejo	CA
140	Encinitas	CA
166	Fair Oaks	CA
188	Ontario	CA
383	Roseville	CA
397	Granada Hills	CA
399	Orange	CA
401	San Jose (Hillsdale)	CA
402	San Mateo	CA
403	Dublin	CA
404	Newark	CA
406	Escondido	CA
413	San Diego (Navajo Road)	CA
418	Redwood City	CA
425	Cerritos	CA
426	San Dimas	CA
507	Irvine	CA
600	Upland	CA
608	San Diego (Pt. Loma)	CA
618	San Diego (Claremont)	CA
628	Cupertino	CA
631	Rolling Hills Estate	CA
654	Brea	CA
659	Tustin	CA
660	Fountain Valley	CA
664	La Habra	CA
670	Whittier	CA
671	Oxnard	CA
681	Fresno	CA
682	West Covina	CA
686	Moraga	CA
687	Concord	CA
689	Laguna Niguel	CA
700	Bakersfield	CA
701	Long Beach	CA
702	Temecula	CA
715	Corona	CA
725	Temple City	CA
730	Culver City	CA
739	Chino	CA
772	Anaheim	CA
777	Pleasant Hill	CA
789	Simi Valley	CA
790	La Canada	CA